


EXHIBIT

tabbles

Southern and Western

2001 MONSANTO TECHNOLOGY AGREEMENT

If the information below is not correct, please cross out and clearly print your correct information in the space provided to the right.

FARM INFORMATION 8875630 Mr Larry Hill Lytle 3066 US Highway 277 S Anson TX 79501-4900 915-823-3022		Please complete this section with your farm business information. The individuals and entities bound by the terms of this Agreement shall include the farm business listed below as well as all individuals or entities affiliated with, related to or having an ownership in such farm business. Your name must be filled in and must match the signature below. <input type="checkbox"/> Dr <input checked="" type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms. Farm Business Name <u>Larry Hill Lytle</u> Your Name (First/Middle/Last) <u>3066 U.S. Hwy 277 S</u> Business Address <u>Anson TX 79501</u> Business City <u>Anson</u> State <u>TX</u> Zip <u>79501</u> Business Phone <u>915-823-3022</u> Fax <u>915-823-2727</u> E-Mail Address _____ What is your role on the farm? (Check One) <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Owner/Operator <input type="checkbox"/> Operator <input type="checkbox"/> Farm Mgr <input type="checkbox"/> Farmer/Dealer <input type="checkbox"/> Other Describe _____ FORM NUMBER 020523617	
PRIMARY AG CHEMICAL DEALER FARMERS CO-OP GIN ANSON 1721 17TH STREET ANSON TX 79501-6005 915-823-3122		Business Name <u>Farmers Coop</u> <u>Anson TX 79501</u> Business City <u>Anson</u> State <u>TX</u> Zip <u>79501</u> Business Phone <u>915-823-3122</u> Fax <u>915-823-3552</u> Business Phone _____ Fax _____ E-Mail Address _____ Retailer Use Only <input type="checkbox"/> Provided Signature with a Monsanto Technology Use Guide Dealer's Signature _____ <input type="checkbox"/> No Signature Because: <input type="checkbox"/> Deceased <input type="checkbox"/> Would Not Sign <input type="checkbox"/> No Longer Farming <input type="checkbox"/> Other Describe _____	
PRIMARY SEED DEALER FARMERS CO-OP Business Name <u>Anson TX 79501</u> Business City <u>Anson</u> State <u>TX</u> Zip <u>79501</u> Business Phone <u>915-823-3122</u> Fax <u>915-823-3552</u> Business Phone _____ Fax _____			
GROUP CONSULTANT INFORMATION Business Name _____ Contact Name (First/Middle/Last) _____ _____ _____ State _____ Zip _____ Fax _____			
 L0339558			
Upon completion and submission of this page, you will receive a Technology Card with your name and individual Technology ID number. If more than one individual will be purchasing under this Agreement, you may request additional cards. These cards should be presented when purchasing MONSANTO gene technologies and for redeeming benefits offered under Roundup Rewards. <input type="checkbox"/> Please send me _____ additional cards.		I acknowledge that I have read and understand the terms and conditions of this Agreement, including the Monsanto Technology Use Guide and the provisions related to the Disclaimer of Warranties and Exclusive Remedy. If you do not agree to these terms, you should return the unopened bag of seed to your dealer. The undersigned acknowledges that he/she has the authority to bind the individuals and entities subject to this Agreement. X <u>Larry Hill Lytle</u> Must be signed by the customer listed above Date _____	

MONSANTO COPY

2001 MONSANTO TECHNOLOGY AGREEMENT

We appreciate your interest in Monsanto's advanced technologies and the exciting benefits they offer. This Monsanto Technology Agreement covers Roundup Ready® soybeans, YieldGard® corn, Roundup Ready® corn, Roundup Ready® corn with YieldGard®, Roundup Ready® cotton, Bollgard® cotton, Bollgard® with Roundup Ready® cotton, Roundup Ready® sugarbeets and Roundup Ready® canola.

For your convenience, this Agreement remains in effect until either you or Monsanto choose to terminate the Agreement. Once you enroll, information regarding new and existing technologies and any new terms will be mailed to you each year. Continuing to use Monsanto's technologies after receipt of any new terms constitutes your agreement to be bound by the terms. Additionally, by completing this Agreement, you are automatically enrolled in the value package called Roundup Rewards™, designed to bring increased benefits to you.

YOU RECEIVE:

- Opportunity to purchase and plant seed containing these technologies under this Agreement.
- Opportunity to participate in Roundup Rewards for applicable crop(s).

YOU UNDERSTAND:

- These Monsanto gene technologies are protected under U.S. patent law. Monsanto licenses the grower, under applicable patents owned or licensed by Monsanto, to use these technologies under the conditions listed below. This Agreement only covers the United States, and does not authorize planting of seed in the United States which has been purchased in another country or planting of seed in another country which has been purchased in the United States.
- Grain/commodities harvested from Roundup Ready corn, Roundup Ready corn with YieldGard, Roundup Ready canola and Roundup Ready sugarbeets are approved for U.S. food and feed use, but not yet approved in certain export markets where approval is not likely to be received before the end of 2001. As a result, the grower is restricted from introducing such grain/commodities into channels of trade where the potential for export to such markets exists. The Grower must channel such grain/commodities for feeding on farm, use in domestic feed lots or other uses in domestic markets only. Growers should refer to Monsanto's Technology Use Guide for information on crop stewardship regarding the potential movement of pollen to neighboring crops*. For assistance in locating domestic outlets for corn grain/commodities, view the ISTA web site at www.istaseed.org or contact Monsanto at 1-800-768-6387.
- The gene technologies referenced in this Agreement can only be used in locations where the products have been approved for use by all required governmental agencies.

YOU AGREE:

- To use the seed containing Monsanto gene technologies solely for planting a single commercial crop.
- Not to supply any of this seed to any other person or entity for planting, and not to save any crop produced from this seed for replanting, or supply seed produced from this seed to anyone for replanting.
- Neither to use this seed nor to provide it to anyone else to use for crop breeding, research, generation of herbicide registration data or seed production.
- To use in Roundup Ready crops only a Roundup brand or other herbicide which has been registered for use by and has a label for use in the particular Roundup Ready crop approved by all required governmental agencies. **MONSANTO DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR RECOMMENDATIONS CONCERNING THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES WHICH ARE LABELED FOR USE IN ROUNDUP READY CROP(S). MONSANTO SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR THE USE OF THESE PRODUCTS IN ROUNDUP READY CROP(S). ALL QUESTIONS AND COMPLAINTS ARISING FROM THE USE OF PRODUCTS MANUFACTURED OR MARKETING BY OTHER COMPANIES SHOULD BE DIRECTED TO THAT COMPANY.**
- To purchase seed containing these gene technologies only from a seed company with required technology license(s) from Monsanto and to pay the applicable Technology Fee for the particular product being purchased.
- To implement an Insect Resistance Management program as specified in the applicable Bollgard cotton and YieldGard corn sections of the Technology Use Guide and to comply with Insect Resistance Management programs and research.*
- To channel grain produced to domestic use as necessary to prevent movement to markets where the grain is not yet approved for import.

GENERAL CONDITIONS:

The grower's rights may not be transferred to anyone else without written consent of Monsanto. If the grower's rights are transferred with Monsanto's consent or by operation of law, this Agreement is binding on the person or entity receiving the transferred rights.

If the grower violates the terms of this Agreement, in addition to other remedies available to the technology provider(s), the grower's rights under this Agreement will terminate immediately and the grower forfeits any right to obtain an Agreement in the future and that violation may result in infringement of one or more of the patents that relate to that product. The grower agrees that the technology provider(s) are entitled to recover their full amount of legal fees and other costs of enforcing this Agreement. If the Agreement is terminated, the grower will no longer have a right under this Agreement to purchase seed containing these technologies, however, any obligations that arose before termination will continue in effect. In the event that the grower saves, supplies, sells or acquires seed for planting in violation of this Agreement and license restriction, in addition to all remedies for patent infringement and/or other remedies available to the technology provider(s), the grower agrees that damages will include a claim for liquidated damages that shall be equal to the gross revenue from such seed or fiber produced from infringing crop (calculated based upon the Chicago Board of Trade price for the applicable grain/commodity as of August 1st of the year in question and the USDA stated U.S. average yield for such crop for the year in question). Grower consents to Monsanto review of Farm Service Agency crop reporting information including Forms 578 and corresponding aerial photographs and dealer/retailer invoices for seed and chemical transactions.

Grower acknowledges that grower has received a copy of Monsanto's Technology Use Guide and has read and agrees to abide by and be bound by the terms of this Guide.

Monsanto retains ownership of the licensed genes (for example, the Roundup Ready gene), and the gene technologies, and the grower receives the right to use the licensed genes and technology as specified in this Agreement.

Grower is deemed to have accepted the terms of the following LIMIT OF WARRANTY AND LIABILITY upon signing this Agreement and/or opening a bag of seed containing Monsanto gene technology, which terms may not be varied by any oral or written agreement.

If grower does not agree to be bound by the following conditions of purchase or use, he/she should return the unopened bags to his/her seed dealer.

NOTICE REQUIREMENT:

As a condition precedent to the grower, or any other person with an interest in grower's crop, asserting any controversy, claim, action, or dispute against Monsanto and/or any seller of seed containing Monsanto's gene technologies regarding performance or non-performance of the gene technologies or the seed in which it is contained, the grower must provide prompt and timely notice to Monsanto (regarding performance or non-performance of the gene technologies) and/or the seller of any seed (regarding performance or non-performance of the seed) within sufficient time to allow an in-field inspection of the crop(s) about which any controversy, claim, action, or dispute is being asserted. For purposes of this Agreement, such notice shall be insufficient if it is provided more than 15 days after the issue(s) regarding performance or non-performance of the gene technology and/or the seed in which it is contained is first observed. The notice shall include a statement setting forth the nature of the claim, and the technology and/or seed variety in question.

LIMITED WARRANTY:

Monsanto warrants that the Monsanto gene technology licensed hereunder will perform as set forth in the Monsanto Technology Use Guide when used in accordance with directions. This warranty applies only to Monsanto gene technology contained in planting seed that has been purchased from a seed company licensed by Monsanto, or such seed company's authorized dealers or distributors, and planted from the original sealed bag. **EXCEPT FOR THE EXPRESS WARRANTIES IN THE LIMITED WARRANTY SET FORTH ABOVE, MONSANTO MAKES NO OTHER WARRANTIES OF ANY KIND, AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY.**

EXCLUSIVE LIMITED REMEDY:

THE EXCLUSIVE REMEDY OF THE GROWER AND THE LIMIT OF THE LIABILITY OF MONSANTO OR ANY SELLER FOR ANY AND ALL LOSSES, INJURY OR DAMAGES RESULTING FROM THE USE OR HANDLING OF A PRODUCT CONTAINING MONSANTO'S GENE TECHNOLOGY (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL BE THE PRICE PAID BY THE GROWER FOR THE QUANTITY OF SUCH PRODUCT INVOLVED, OR, AT THE ELECTION OF MONSANTO OR ANY SELLER, THE REPLACEMENT OF SUCH QUANTITY, OR IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. IN NO EVENT SHALL MONSANTO OR ANY SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

BINDING ARBITRATION (FOR COTTON-RELATED CLAIMS MADE BY GROWER)

Any controversy, claim, action, or dispute made or asserted by a grower of cotton (or any other person acting on behalf of the grower or claiming an interest in the grower's crop) against Monsanto or any seller of cotton seed containing the technology licensed under this Agreement arising out of and/or in connection with this Agreement, the technology licensed hereunder for use in cotton seed, or the sale or performance of the cotton seed in which the technology licensed under this Agreement is contained shall be resolved by binding arbitration. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and arbitration conducted under this Agreement shall be conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Sec. 1 *et seq.*, and administered under the Commercial Dispute Resolution Procedures established by the American Arbitration Association ("AAA"). The term "seller" as used throughout this Agreement refers to all parties involved in the production, development, distribution, and/or sale of the cotton seed containing the licensed technology.

- In the event that the claim is not amicably resolved within 30 days of the receipt of the mandatory notice required above under "Notice Requirement," any party may initiate arbitration. Such arbitration shall be heard in the capital city of the state of the grower's residence, or in such other place as the parties decide by mutual agreement.
- At the time of initiation of arbitration, the grower on the one hand and Monsanto/sellers on the other each shall be required to advance one half of the filing fee established by the AAA, unless otherwise waived by the AAA. Similarly, when requested by the AAA, the grower on the one hand and Monsanto/sellers on the other each shall be required to advance one half of the administrative fees and arbitrator compensation, if any. The arbitrator(s) shall have the power to apportion the ultimate responsibility for fees and arbitrator compensation in the final award.
- The arbitration proceedings and results are to remain confidential and are not to be disclosed without the written agreement of all parties, except to the extent necessary to effectuate the decision or award of the arbitrator(s), or as otherwise required by law.
- The remedy of binding arbitration shall be the exclusive remedy available to the grower and anyone acting on the grower's behalf.

GOVERNING LAW /FORUM SELECTION (FOR ALL OTHER CLAIMS OR DISPUTES)

THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MISSOURI AND THE UNITED STATES (OTHER THAN THE CHOICE OF LAW RULES). EXCEPT FOR GROWER CLAIMS RELATED TO COTTON, WHICH MUST BE ARBITRATED AS SPECIFIED ABOVE UNDER "BINDING ARBITRATION," THE PARTIES CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION, AND THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS, STATE OF MISSOURI, FOR ALL DISPUTES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE USE OF THE SEED OR THE TECHNOLOGIES AS PROVIDED THROUGH THIS AGREEMENT OR ITS RELATED PARTS.

If any provision of this Agreement is determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

Thank you for choosing our advanced technologies. We look forward to working with you in the future.

If you have any questions regarding the technologies from Monsanto, please call the Monsanto Customer Relations Center at: 1-800-ROUNDUP.

PLEASE MAIL THE SIGNED 2001 MONSANTO TECHNOLOGY AGREEMENT TO: Monsanto Grower Licensing, P.O. Box 3469, Monticello, MN 55565

* Refer to the applicable section of the Monsanto Technology Use Guide, which is part of this Agreement, for specifics relating to these terms. If you have not received a copy of the Monsanto Technology Use Guide, contact Monsanto at 1-800-768-6387.

* The licensed U.S. patents include: the YieldGard® corn - 5,491,535; 5,500,292; 5,502,292; 5,503,771; 5,504,392; 5,505,142; 5,505,143; 5,505,144; 5,505,145; 5,505,146; 5,505,147; 5,505,148; 5,505,149; 5,505,150; 5,505,151; 5,505,152; 5,505,153; 5,505,154; 5,505,155; 5,505,156; 5,505,157; 5,505,158; 5,505,159; 5,505,160; 5,505,161; 5,505,162; 5,505,163; 5,505,164; 5,505,165; 5,505,166; 5,505,167; 5,505,168; 5,505,169; 5,505,170; 5,505,171; 5,505,172; 5,505,173; 5,505,174; 5,505,175; 5,505,176; 5,505,177; 5,505,178; 5,505,179; 5,505,180; 5,505,181; 5,505,182; 5,505,183; 5,505,184; 5,505,185; 5,505,186; 5,505,187; 5,505,188; 5,505,189; 5,505,190; 5,505,191; 5,505,192; 5,505,193; 5,505,194; 5,505,195; 5,505,196; 5,505,197; 5,505,198; 5,505,199; 5,505,200; 5,505,201; 5,505,202; 5,505,203; 5,505,204; 5,505,205; 5,505,206; 5,505,207; 5,505,208; 5,505,209; 5,505,210; 5,505,211; 5,505,212; 5,505,213; 5,505,214; 5,505,215; 5,505,216; 5,505,217; 5,505,218; 5,505,219; 5,505,220; 5,505,221; 5,505,222; 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